

Contract No.: _____

Administering Agency: County of Placer / Facilities Management / Capital Improvements

Contract Description: Architectural Services – Atherton Tenant Improvements

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Auburn, California, as of October _____ 2020, by and between the County of Placer, a political subdivision of the State of California ("County"), and MFDB Architects Inc. ("Consultant") a California corporation, who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the services as described in Exhibit A in the manner therein specified.
2. **Payment.** County shall pay Consultant for services rendered pursuant to this Agreement at the time and in the amounts set forth in Exhibit B. Consultant shall submit all billings for said services to County in the manner specified in Exhibit B. The total amount payable for all services provided under this Agreement, including Additional Services, shall not exceed **Eight Hundred Thousand and no/100 Dollars (\$800,000.00)**, without the prior written approval of County.
3. **Facilities, Equipment and Other Materials, and Obligations of County.** Except as set forth in Exhibit C, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. County shall furnish Consultant only those facilities, equipment, and other materials, if any, and shall perform those obligations, if any, listed in Exhibit C according to the terms and conditions set forth in Exhibit C.
4. **General Provisions.** The general provisions set forth in Exhibit D are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by the other term or condition insofar as it is inconsistent with the general provisions.
5. **Exhibits.** All exhibits referred to herein are attached hereto and by this reference incorporated herein.
6. **Time for Performance.** Time is of the essence. Failure of Consultant to perform any services within the time limits set forth in Exhibit A shall constitute material breach of this contract.
7. **Notices.** Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, confirmed fax or reliable overnight mail to the address of the respective parties set forth below:

COUNTY: Placer County Facilities Management
Attn: Bill Lardner, Architect
Capital Improvements Division
11476 "C" Avenue
Auburn, CA 95603
Email: blardner@placer.ca.gov
Phone: 530-886-4983
Fax: 530-889-6809

CONSULTANT: MFDB Architects, Inc.
Attn: Dan Dameron, Principal

111 Scripps Drive,
Sacramento, California 95825
Email: DDameron@mfdb.com
Phone: 916-972-0131
Fax: 916-481-1845

REMIT TO CONSULTANT:

MFDB Architects, Inc.
Attn: Dan Dameron, Principal
111 Scripps Drive,
Sacramento, California 95825
Email: DDameron@mfdb.com
Phone: 916-972-0131
Fax: 916-481-1845

County or Consultant may from time to time designate any other address for this purpose by written notice to the other party. Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after on which it was mailed.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____
Steve Newsom, Director
Facilities Management

Date: _____

MFDB Architects, Inc., CONSULTANT

By: _____
Daniel Dameron, President / Secretary

Date: _____

By: _____
G. Tyler Babcock, Vice President / Treasurer

Date: _____

Approved as to Form

Approved as to Funds

By: _____
Placer County Counsel

By: _____
Placer County Auditor

- Exhibit A: Scope of Services
- Exhibit B: Payment for Services Rendered
- Exhibit B1: Hourly Rate Schedule
- Exhibit C: Facilities, Equipment, and Other Materials and Obligations of County
- Exhibit D: General Provisions
- Exhibit E: Confidential Accounting Information

EXHIBIT A SCOPE OF SERVICES

The scope of services shall consist of full architectural services for a tenant improvement project at an existing building and site located at 3715 Atherton Road, Rocklin, California 95765. The County-owned project site of approximately five acres is located east of Highway 65 at the intersection of Sunset Boulevard and Atherton Road.

Scope of Services Description:

The project is a remodel of approximately 45,000 SF of existing floor space to serve all the functions of the Placer County Clerk Recorder Registrar and Elections Division. This project will include the replacement and upgrades of various building elements along with revisions of some existing site construction at specific exterior areas of the facility. The architectural services scope consists of evaluating existing conditions, designing, and producing documents to define the extent of demolition and construction work, bidding support and construction administration services. The resulting project will provide the functions listed and shown by Attachment 'A' and Attachment 'B.' It is also intended that structural walls, columns, roof framing, stairways, loading docks and other elements shall remain in place. Most if not all the interior non-structural walls, doors, ceilings, HVAC Units, lighting, plumbing fixtures, selected portions of the data and low-voltage networks and other elements will be removed and replaced by new construction within this project scope.

Functional features to be designed and specified for the Elections Warehouse will include storage spaces and shelving systems. It is anticipated that storage shelving will be fixed-secured and/or overhead braced metal types of medium-duty as well as heavy-duty floor anchored pallet rack industrial storage. High density document storage systems may be considered during design. Double height metal shelving shall also be considered as a more efficient high-density storage approach. Quantities, types and dimensional sizes of all equipment and materials shall be confirmed by consultant during programming which shall be the basis for design. Voting equipment batteries require electrical power charging using a programmable distribution timing system to serve various types of powered voting machine equipment, including printers and UPS units. A new back-up electrical power generator with ATS shall be designed and specified to serve critical elements of the overall facility. New warehouse lighting with proper foot-candle output is required. Separate dry-type fire suppression system will be specified to serve those areas where election voting machines and related equipment are to be stored. Remaining overall areas of the facility shall be protected using the existing conventional water fire sprinkler system. Planning for a future area of steel framed storage mezzanine structures, stairs and materials lift will be included. Design layouts shall provide adequate aisle spaces and electrical power charging outlets to accommodate future forklifts and other types of movable lifting equipment.

For working access and visual connections between the warehouse and offices, work areas and other spaces, new interior doors and interior windows will be designed, including necessary fire ratings, glazing materials, sizes, hardware, and detailing. Structural investigations, including calculations and detailing will be required at all new sawcut door and window openings through existing concrete tilt-up walls.

Functional features to be designed and specified for the Clerk Recorder Registrar's areas will include staff offices and workstations, support rooms, lunchroom, front entrances to the public Lobby, Voting Center, Wedding space and separate entry to a large capacity Training/Shared Meeting room. The Elections process will include secure areas for ballot rooms, server room, mail processing, counting, and public viewing windows. Design of the Lobby, public service counters, public research workstations, display cases and other open display spaces, all provided with proper lighting, will also accommodate the Clerk Recorder Registrar's public services, displays of documents and their

collection of historic voting equipment. Various wall spaces will also be designed for the display of historic maps and other documents.

Building 3715 Atherton Background:

This building was originally constructed as an office and electronic manufacturing facility in 1986. In more recent years, most of the first-floor areas were occupied by a food processing and shipping business. Concrete slab floors, concrete tilt-up walls and concrete mass columns provide the basic structure. Wood diaphragm roof framing with purlins and glu-lam beams on interior tube steel columns carry the roof loads including multiple curb mounted HVAC units. A partial second floor area utilizes open web floor trusses and wood framed roof members. The general building parapet height is approximately 23'-6" above floor slab. The truck dock level is 4'-0" below floor slab. Two existing dock doors are at level grade with the floor slab. The building's structural grid is 24' x 48' except on the truck dock side which is 20' x 48'. Existing as-built drawings are available to review for foundation locations and sizing and other general purposes. However, the consultant shall verify all horizontal and vertical dimensions and structural member types and sizes along with all other important existing conditions, including structural, mechanical, plumbing, and electrical elements intended to remain or to be modified. Any potential or suspected Lead or Asbestos Containing Materials (ACM) which may be seen during these or other site inspections shall be reported to the County. The County will arrange for the appropriate removal/abatement to be performed by others prior to construction. This consultant contract scope of services will define the necessary remodeling for occupancy as a County Clerk Recorder Registrar's Office and Elections Warehouse accommodating the overall functions of the Placer County Clerk-Recorder-Registrar and Elections Division, serving Placer County.

Building 3715 Atherton T.I. Improvements:

1. Demolition will include removal of the existing interior office spaces and limited areas within the existing Elections Warehouse. The existing warehouse including HVAC ductwork, roof exhaust, skylights and fire sprinkler piping shall remain.
2. All existing roofing will be removed and replaced by this project's construction contract. The new single ply and new built-up roofing shall be designed, detailed and specified. Relocation of all existing roof-top natural gas plumbing piping to the structures below the roof framing is also to be designed and specified. New construction items may include mechanical HVAC Units, exhaust and ventilation fans and electrical connections and related equipment. Water hose bibs with freeze protected valve operation will also be designed and specified. Roof fall protection system will also be designed and specified along with calculations for the required anchorage resistance and details for a complete fall restraint system serving all rooftop areas.
3. All new and/or reused HVAC units, exhaust fans, ventilators, shall be roof mounted. Existing plenums and some ductwork distribution may be preserved and reused with requirements for cleaning, new acoustical linings, and alterations for new higher or lower ductwork and register heights and locations as required to serve the new tenant improvements. Exposed interior ductwork and registers will be used in the Warehouse. New interior ductwork drops, and registers will also be required above office spaces and all other interior spaces. New roof structural framing to support any proposed increase in fans, ventilators and HVAC unit loading will be required. Note that the County may choose to do a direct purchase of the required new HVAC units, therefore, the consultant's submittal of engineering design calculations, Mechanical schedules and sizes will be necessary earlier in the Construction Documents phase.
4. All new thermal insulation with exposed white vinyl scrim at underside of the warehouse roof to enhance the existing skylight daylighting to remain. Existing tilt-up concrete exterior walls will be insulated using metal stud furring, rigid insulation and gypsum board finishes at interior

room spaces. Depending upon the code required energy conservation standards, some existing concrete tilt-up walls can remain exposed at the interior warehouse spaces.

5. Title 24 Energy Standards and California Cal GREEN shall be complied with based on alterations to existing commercial/non-residential buildings. U.S. Green Building Council LEED certification will not be pursued for this project. The consultant shall design to the level of LEED Silver even though the County will not submit the project to USGBC or pursue actual LEED certification.
6. Maintain the existing daylighting provided by the existing skylight openings above the warehouse area and within other selected areas including but not limited to the Clerk Recorder's office workstations and Lobby.
7. Any new framed hard walls/partitions constructed within the Warehouse area will also include appropriate wall armor at lower portions of those walls where they are susceptible to damage by moving warehouse materials and equipment.
8. The existing exterior aluminum frame windows shall remain. Certain portions of the existing window glazing will be replaced utilizing the existing framing. Some windows are in need of replacement or repair. At various exterior entrances, new storefront style doorways with new framing will be designed and detailed.
9. New interior window blinds shall be designed and specified for all spaces. Additionally, the solar exposure on the south and west facing windows and entrances shall have new exterior shading devices such as trellis structures, screens or similar means to control sunlight.
10. Existing roll-up doors at the various loading docks shall remain. Dock levelers shall also remain. New exterior lighting at each loading dock area shall be provided.
11. New exterior and interior door needs and types will be defined during the architectural design process. Door hardware and keying shall be coordinated with the County and coordinated during construction submittals review.
12. Public lobby and public counters, aesthetically appropriate; and new casework in various rooms, new toilet accessories, partitions and staff storage lockers.
13. New plumbing fixtures. The consultant's survey shall locate and document the locations of sanitary sewer clean outs to grade as well as the building outlet cleanout. Based upon horizontal distance to the existing plumbing fixtures, the interior building sewer line invert elevations can be calculated.
14. New lighting, interior and exterior throughout. Efficient LED fixtures shall be used.
15. New fire alarm system along with necessary sprinkler head location modifications to the existing fully sprinklered fire sprinkler system. Maintain and extend as necessary the existing portions of exterior fire sprinkler piping.
16. New exterior painting at all painted surfaces including preparation and cleaning. Any existing lead-based paint, if discovered, shall be removed by others prior to construction.
17. Repair, preservation, repointing and small replacement areas of existing exterior ceramic tile wall finishes, including accent color tiles and field tiles will be specified and detailed, utilizing the County's existing stock of original tile materials.

18. New interior painting including all existing and new exposed structure, walls, railings, window trim, doors and frames, etc.
19. New flooring treatment and finishing of portions of the existing warehouse concrete slab floors.
20. New telecom and data MDF Room and cabling distribution to voice-data jack locations to be run from the existing County Telecom I.T. rack in the warehouse. Data jack locations throughout this project will include workstations, offices, counters, and all other areas as determined during design. It will also be necessary to preserve the existing fiber optic and copper data backbone cabling routed through the warehouse serving AT&T Phone panel boards and County Telecom Data cabling. All existing left-over data cabling from previous building users shall be removed. New ladder racks and reuse of appropriate existing cable distribution racks will be defined during design.
21. The existing loading docks are intended to remain as they are except for the provision of new required safety guard railings. The project needs may include new loading dock doors and related items at existing infilled wall areas, as determined during programming and design.
22. The County intends to avoid remodeling the two existing single accommodation toilet rooms located in the existing first floor Suite 1 area. If these toilet facilities do become incorporated into this project, the necessary scope of consultant services will be added as an additional service.
23. The County understands that a new fire sprinkler water service with riser, backflow prevention, OS&Y valve, detector, PIV and FDC may need to be provided including a hot-tap connection and new underground piping from the City of Rocklin's water main or a suitable on site point of connection if feasible. Fire flow tests are being conducted and the testing results will be provided to the selected architectural firm.

Sitework 3715 Atherton Tenant Improvements:

24. The consultant's site survey shall encompass all the areas where new sitework is anticipated, including accessible paths of travel, parking stall grades, walkways and building entrances and exits, including areas for new required exits and new sloping walkways and/or ramps. Existing sanitary sewer cleanout locations and building outlet cleanout shall be located and documented to ascertain the underground pipe locations and associated invert elevations.
25. Code analysis for accessible paths of travel shall be studied, defined and identified as required to provide accessibility compliance from the public way at Atherton Road continuously to the public doorway entrances and the same from each of the various parking area groupings serving 3715 Atherton. Total required parking stalls per square foot of functional building areas shall also be analyzed and documented in the drawings.
26. As a separate construction project, the County intends to provide for the overall repaving and restriping of the 3715 Atherton facility driveways parking and loading dock areas. The designs of this work will comply with the details provided by this consultant.
27. Accessible Parking repaving, accessible striping, ISA's and signage for stall, with compliant surface slopes and locations.
28. Accessible passenger drop-off turn out area.
29. Drive-up location with mail-in ballot drop boxes at accessible heights and covers.

30. Accessible curb ramps with all required details as necessary to provide accessible paths of travel.
31. Accessible walkways to replace portions or entire areas with new walkways with compliant slope and cross slopes. Walkway grades shall be analyzed and replaced as necessary to provide accessible paths of travel.
32. Precast concrete benches and possibly raised planters to prevent vehicle ramming.
33. Necessary landscaping and irrigation revisions as required to accommodate other walkway and other site improvements. The County is replacing the existing irrigation controller and will continue maintenance and repairs of the existing irrigation system.
34. New accessible walkway to provide code compliant path of travel accessibility from front parking area to the entrance of the new Training Shared Meeting room.
35. New exit door landings and walkways, which in at least one area will include revisions to the existing concrete retaining walls at the raised berm lawn and bed of cobbles area and the lawn irrigation system.
36. New set of flag poles, including up to three individual poles of various vertical heights, all in compliance with flag display formal protocols. Details will include photo-electric controlled flag up-lighting, concealed halyards, pole foundations, and no-wrap system for rigging.

Scope of Services:

General: All project tasks performed by the Consultant will be managed using the web-based program "PMWeb" for which the County will provide software seat licenses, viewing permissions and training for new users. Throughout the course of this project all submittals, and other project transmittals will be performed using PMWeb.

TASK 1: PROGRAMMING AND SCHEMATIC DESIGN

- Review and evaluation of all project documentation provided by the County, including available original construction drawings and the preliminary programming and RFP project description.
- Submit a checklist of the existing issues and potential proposed solutions.
- Kickoff Meeting with County to start the Project.
- Structural evaluation of the existing roof framing for weight loading capacity will also be required. A possible future solar panel installation project may be pursued by the County. Also there appear to be one or more areas of the office suite roof framing which potentially will require repair design and detailing.
- Site Survey of those areas within the project scope of work using a licensed surveyor and field crew to verify existing topography, elevation grades, slopes, drainage infrastructure including grate and invert elevations, any problematic drainage conditions and vertical and horizontal control.
- Programming confirmation of space needs for all functions including but not limited to offices, meeting rooms, training room, voting center, wedding room, public areas, lobby, work stations, work rooms, break room, break-out rooms, support rooms, ballot rooms, plumbing fixture count calculations, occupancy separations, exiting, and other itemized quantities and equipment storage sizes, spacings, document shelving types, sizes and layouts and equipment shelving types, sizes and layouts all conforming within the existing building spaces.

- Onsite field visits to view existing site and facilities, the Elections Warehouse, other pre-existing office areas, storage spaces, equipment, racks, supplies, records, and other miscellaneous items being warehoused.
- Schematic Design (SD) submittal with Preliminary Cost Estimate:
 - Consultant shall lead a thorough charrette style meeting session with the County which will expedite the completion of the program confirmation and Schematic Design. This charrette session will be held at the County's facilities.
 - Project onsite detailed field visits with review of project design elements and existing site and facilities.
 - Proposed schematic design and services shall also include various planning iterations, including different design ideas and options along with necessary revisions as are customary and expected during the design process.
 - Determine the current Americans with Disabilities Act (ADA) and current California Building Code (CBC) accessibility requirements for specific interior and exterior areas, parking lots, paths of travel to building entrances, signage, related site improvements of interior and exterior areas of the facility.
 - Meeting with Project Manager and Client Department, discuss scope of work, proposed project design and possible construction phasing issues.
 - SD Design including areas of work with proposed building design improvements and sitework drawings. Identify areas of the existing exterior walks and paving conditions which will require removal and replacement in the opinion of the Consultant.
 - SD Design shall include space planning layouts of the total workstation capacity in design configurations using individual 6'x6', 6'x8' and 8'x12' nominal cubicle sizes. Distancing between all seated workstation positions shall be designed to allow 6 lineal feet minimum.
 - SD Design to also include diagrammatic storm drainage potential ponding and erosion conditions along with recommendations for improvements at all site areas and building roof rain water leader discharge drainage conditions.
 - Include a Preliminary Project Schedule in outline narrative form.
 - Provide Preliminary Cost Estimate for complete budgeting of the proposed project including CSI Division cost line items without specific measured quantity takeoffs or unit costs. Cost per square foot pricing will be adequate for the Preliminary Cost Estimate.

TASK 2: DESIGN DEVELOPMENT:

- Design Development (DD) Documents, Outline Specifications and analysis of various options:
 - Meeting with Project Manager to review and provide complete written responses to County's SD Review Comment List on the PART I SD submittal.
 - DD Drawings and Outline Specifications with incorporation of the County's SD Review Comment List as directed.
 - Research and design all interior building requirements and sitework including onsite parking, paths of travel and signage to comply with code requirements.
 - Design Development code compliance analysis shall identify all code required elements and how the proposed project design properly addresses them.
 - Analyze for selection LED interior and exterior lighting fixtures and provide catalog cutsheets of each.

- DD Drawings to include new building remodeling improvements including the project sitework designs with sufficiently detailed descriptions of floor plans, roof plans, building sections, names and individual square footage of rooms, exterior walkways, flag poles, site drainage and site lighting.
- DD Design shall include functionally detailed layouts of the total number of workstation cubicles totals as shown in the Part I. Distancing between all seated workstation positions shall be 6 lineal feet minimum.
- Investigate existing building systems, including HVAC plenums and duct distribution, plumbing, valves, piping and fixtures, natural gas plumbing, electrical power distribution, panels and transformers and determine the extent the existing electrical capacity will accommodate the project improvement areas and new elements while also allowing increased vertical heights in the warehouse.
- Incorporate the County's standards for materials, building and system components, BMS monitoring system and other standard items into the project design and cost estimates. Review and discuss all design development items in a formal meeting to be scheduled by the County during design.
- Outline Specifications using the MasterFormat latest edition, Part 2 Materials and/or Products portion for each item in the proposed scope of work.
- Create a basic preliminary phased construction plan:
 - Accommodate on-going continued use of this facility by the County, including the second-floor lease space occupants, staff parking, fire department access and other emergency response vehicles.
 - Areas for temporary materials storage yard and contractor's entry and exiting to and from the work areas, worker parking area and related functions to be accommodated during the various portions of the construction scope of work.
 - Warehouse Separation Phase will include a permanent full height partition, to serve as both an occupancy separation wall and a division separating the Warehouse from construction noise, dust and other conditions produced by demolition and remodeling of the remaining facility. The Warehouse Separation Phase of work will also include one set of newly constructed multi-accommodation toilet rooms for men and women.
 - It shall be noted in the documents that all new construction work within the Warehouse will be occurring in an occupied County facility and such work will be phased and scheduled to allow for continued use of the Warehouse by the County. Protections for and access to existing County equipment and supplies will be provided by the Contractor's temporary measures as will be necessary.
 - It shall also be noted in the documents that the existing second floor office spaces will remain continuously occupied by tenants and other County staff who will be kept informed of the various construction activities which may impact their individual occupancies. Elements involving the second floor, including all entrances, exits, and building facilities including elevator, stairs, fire protection, alarms, domestic water, wastewater and all existing utilities and systems shall remain fully available and functional.
- Cost estimate: Provide a preliminary itemized construction cost estimate coordinated with the scope of work in each phase.

TASK 3: CONSTRUCTION DOCUMENTS & PERMITTING:

- Meeting with Project Manager to review and provide complete written responses to County's DD Review Comment List on the PART II DD submittal.

- Incorporation of the County's DD Review Comment List as directed.
- Construction Documents (CD) according to accepted design solution produced in PART II, with 3-Part Master Format latest edition specification sections for all products in coordination with the County's General Conditions and Division 1 requirements.
- CD's shall include completely detailed design of workstation partitions, work surfaces, drawers, shelves, storage compartments, task lighting and building power outlet connections and the necessary partition access openings to electrical outlets. Details shall include a complete list of parts names for all of the workstation cubicle components. Workstation totals and layouts as shown in the Part II shall be included. Task seating is not included. Provide a non-proprietary specification in coordination with the workstation CD drawings to accommodate competitive bidding of this workstation cubicle furniture scope of work.
- Complete itemized CD cost estimate for construction at the 95% CD phase.
- Incorporate and coordinate into the CD's up to three (3) Bid Alternates with at least three (3) specific items included under each bid alternate.
- Design and Construction documents shall be provided to the County in AutoCAD version acceptable by the County, all specifications in Microsoft Word, all cost estimates in Microsoft Excel and all project schedules in Microsoft Project. The consultant shall submit three (3) sets of each cost estimate, drawing sets and all other types of documents with each submission. A copy of each document in .pdf format shall be submitted as well.
- Supporting documentation as necessary shall include but not be limited to a complete code compliance analysis included in the construction drawings, electrical lighting photometrics, electrical power and voltage loss calculations, structural calculations for structural members and foundations, storm water roof and site drainage volume with drainage calculations.
- Deliver all documents necessary for permit applications and participate in the Permit Process including the plan check review which will be administered by the City of Rocklin and/or the County of Placer. Respond to all plan check review comments in writing and prepare and deliver revised application documents, drawings, calculations, samples, etc. as necessary to obtain permit approval. The County will pay all required fees and public agency charges. Consultant shall deliver all required documents to the necessary plan review agencies and utility providers.
- All reimbursable expenses are to be included in base fee amount of the contract.
- Update the CD cost estimate for construction at the 100% CD/Permit Issuance milestone.

TASK 4: PROJECT BIDDING:

- Assist the County in preparing the final bidding documents.
- Incorporate Bid Alternates as directed by the County.
- Assist the County in answering bid questions and preparation of any Addenda and attendance with primary engineering consultant project members at the pre-bid job walk when or if that is scheduled by the County.

TASK 5: CONSTRUCTION ADMINISTRATION:

Includes Phase One Warehouse Separation and Phase Two for the bulk of the project.

- Construction administration including site visits, review of Submittals and assistance to the County in answering Contractor Requests for Information (RFI), review of Proposed Change Orders (PCO's), and preparation of the punch list for Substantial Completion and assistance with Final Closeout.

- Perform periodic field visits and attend Pre-construction Conference and the Site Mobilization Conference meetings on the project site. Provide consultant meeting notes and field visit reports to the County.
- Review Contractor's Applications For Payment and percentage of completion.
- Provide a set of "As Built Documents" or "Record Documents" reflecting all bid addenda and changes and based on Contractors field documents. Documents shall be provided in AutoCAD & .PDF formats.
- Construction Phase Site Visits shall include monthly meetings and job walks by the Architect.
- The Architect's consultant team shall also visit during construction to make observations as follows: Civil four site visits; Landscape three site visits; Structural two site visits; Mechanical four site visits; Electrical two site visits.
- Approximately eleven (11) months after Substantial Completion, attend the Warranty Period inspection on site with the County and provide written notes and recommendations to the County.

ASSUMPTIONS:

County will furnish the available existing drawings of the Atherton site and building.
 County will provide Bid Forms, General Conditions, Special Conditions and Div.1 specifications.
 If it becomes required, County will provide site geotechnical analysis via a separate contract.
 This project will not require major structural modifications or seismic upgrades.
 This project will utilize roof mounted mechanical HVAC units.
 This project does not intend to include construction work in the existing 2nd Floor areas.
 The dry chemical fire suppression system will be a deferred approval by the Contractor.

EXCLUSIONS: Not included as part of the consultant's services:

Asbestos abatement drawings and specifications.
 Lead Paint abatement drawings and specifications.
 Placer County General Conditions, Special Conditions and Division 1 specifications.
 LEED USGBC completion of forms for LEED submission.
 Commissioning
 Future Solar / Photovoltaics; however, not excluding the structural dead load analysis for adding solar panels on the roof in the future.
 Acoustical consulting services; however, not excluding architectural materials and specifications for typical acoustical treatment of interior spaces.
 City Planning meetings.
 Fire Flow Testing.
 Construction Staking.
 SWPPP preparation and monitoring.
 Structural design for site development not included in the Scope of Services.
 Testing and Air Balancing survey of pre-construction air distribution from existing HVAC systems to be reused.
 Life cycle cost analysis.
 Energy studies beyond the required services for Title-24 Energy Compliance documents.
 Domestic water boosting pumps.
 Sanitary sewer ejector stations.

Fire water pump.

Project Milestone Schedule (in calendar days):

TASK 1	Kick-Off, Programming & Schematic Design	40 days
TASK 2	Design Development	60 days
TASK 3	Construction Documents	80 days
	Permit Review & City/County Permit Approval (estimated days)	21 days
TASK 4	Project Bidding	30 days
	County's Bidding Approval Process	30 to 60 days
TASK 5	Construction Phase One Warehouse Separation	90 days
TASK 5	Construction & Closeout Phase Two	180 days
Warranty Period	12 months beginning at the completion of Phase Two	

ATTACHMENT 'A' - Pre-Project Programming List as follows:

<u>ATHERTON FUNCTIONS</u>	<u>APPROXIMATE NET SF</u>
Clerk Recorder Registrar:	
Office 1 County Clerk Recorder Registrar	220
Office 2 Assistant County Recorder-Registrar	200
Office 3 Assistant County Clerk	200
Office or open workstation Executive Secretary	120
Office 4 I.T. Supervisor	170
Office 5 Admin. Services Officer	170
Office 6 Elections Manager	170
Office 7 CRE Manager	160
Interior Mail Room	70
Exterior Mail Room including commercial mailboxes/parcel boxes	85
(existing) Northeast Entrance (new lighting & HVAC)	130
(existing) Conference Room (new lighting & HVAC)	250
(existing) Single Restroom small (new lighting & HVAC)	40
(existing) Single Restroom larger (new lighting & HVAC)	70
(existing) North Entrance Foyer (remodeling Mail Room & doorways)	480
(existing) Elevator and Machine Room to remain	96
Staff Lunch Room	315
Kitchen & Coffee	140
Janitor Closet	60
Public Restrooms (Mens & Womens)	430
One Wedding Space	415
Voting Center	1,100
Public Counters Overall Length in Lineal Feet (includes columns)	120 ft.
Staff Working Space at Public Counters	520
Records Shelving & Maps Of Record (adjacent to staff areas)	500
Lobby - public side of the main Lobby only	1,900
Public Tables	(space included within Lobby)
Public Computer Workstations	(space included within Lobby)
Children's Waiting with Kiosk Monitor	(space included within Lobby)

80 Staff Workstation Space	(includes circulation aisles)	6,670
Break Out Room - Large Group		220
Break Out Room - Small Group		125
Mail-In Ballot Sorting Room		1,250
Election Server Room		140
Election Count Room		460
Ballot Safe & Printing Room		200
Ballot Storage Room		224
Training/Shared Meeting (120 seats at 10 rows of lecture tables)		3,100
Staff Restrooms (Mens & Womens)		400

Election Warehouse: Warehouse Overall Gross Interior Area = 19,000

Including the following:

300 ICE Voting machines	(black boxes on rolling casters)	3,200
250 Security Carts	(welded steel mesh boxes on rolling casters)	3,300
300 ICX Voting touchscreens	(Include storage shelving capacity)	2,500
Mobile UPS Units	(Include storage shelving capacity)	600
Open Warehouse staging	area includes circulation	2,400
Bags Assembly & Staging Area	includes circulation	2,000
Voter Registration VRC Storage		300
Voting Booth Stacks	stacked storage on floor	300
Touch Screen Voting Booths	stacked on shelving	140
HAVA Ramps/accessibility storage heavy-duty shelving		150
Storage Boxes & Tubs Shelving Rubbermaid boxes		500
Elections Staging Area	includes open circulation	2,000
Precinct Bag & Mini Bag Storage Shelving		320
Sandwich Boards (precinct signs) stacked storage on shelving		400
Traffic Cones storage (Large size)near Docks		250
Tables & Chair Storage racks and carts		200
Personal property lockers for staff Double tier 12"x24" including ADA		24
(existing)Electrical Room located within warehouse area		220
(existing)MDF Telecom/Data racks and cabling distribution		200
Building Management System	MetaSys – Placer County Stnds.	-
Lighting Control System	Acuity Controls	-
Intrusion Alarm system	existing panel space	-
Electrical	panel space as determined	-
Camera surveillance	empty conduits & back boxes only	-

ATTACHMENT 'B' - Project Diagrammatic Concept as attached.

Project Deliverables:

The Consultant shall prepare draft and final documents derived from the scope of work above which will be informally presented and coordinated in concert with County staff. The Consultant shall make modifications as requested during each Task's review process before preparing final documents.

Consultant shall provide verification of existing conditions, programming confirmation, project schedules, schematic design, design development, construction documents, cost estimating, energy compliance, bidding services, contract administration services, warranty services, as well as presentations to County Staff, Board of Supervisors and the public.

Consultant shall provide all documentation to obtain required approvals in accordance with the County's requirements and the requirements of all other permit approving agencies having jurisdiction.

All documents shall be provided by the consultant in these formats printed and digital:

- **Programming:** One (1) hard/printed copy and digital files in the current version of Microsoft Word, along with Excel spreadsheets and Microsoft Project as applicable.
- **Project Drawings:** Two (2) hard/printed copies and digital files in AutoCAD 2020. Revit 2020 shall be provided to produce 3-D modeled areas which shall include at a minimum 3-D interior color views of the Public Counter (staff-side and lobby-side), the Voting Center, and the Training/Shared Meeting room.
- **Existing Conditions:** Drawings same as required for other Project Drawings. Text information to be the same as required for Specifications.
- **Specifications:** One (1) hard/printed bound set with covers and one (1) hard/printed loose page stack completely prepared for duplication. Also provide the Specifications digital files in current version of Microsoft Word.
- **Project Schedules:** One (1) hard/printed copy and digital files in the current version of Microsoft Project.
- **Cost Estimates:** One (1) hard/printed copy and digital files in the current version of Excel. Other cost estimating software is also acceptable with a digital conversion into a functional Excel spreadsheet.
- **Energy Documentation:** One (1) hard/printed set of the energy compliance calculations.
- **All In-Progress and/or Draft Documentation:** Consultant shall provide digital versions converted into .pdf files for efficiency during all In-Progress submittals to the County.
- **Final Project Records:** Consultant shall provide the program, specifications, final cost estimate, project schedule and drawings for each phase (Schematic Design, Design Development, Construction Documents and final Record Documents) to the County in the digital format in the software specified above.
- The scope of work for this project will require subconsultant work in various disciplines. All subconsultants utilized for this project shall provide documentation in the same formats and software as specified above.
- The consultant's costs for the printing, plotting and shipping of all deliverables for this project is included within the Total Fee amount of the contract.

Said Scope of Work may be amended only with the prior written approval of the Consultant and the Placer County Project Manager however, in no event shall such amendment create any additional liability to the County.

In addition to the services described above, County may request Additional Services on an as needed basis subject to the County's approval of a written scope of work and approval of a cost proposal. In no event shall said Additional Services exceed the cost allocated in Exhibit B. Work on any Additional Services may not proceed until authorized in writing by the Placer County Project Manager. Any approved Additional Services and costs shall be appended to this Agreement and such work shall be subject to all of the provisions of this Agreement.

EXHIBIT B
PAYMENT FOR SERVICES RENDERED

Consultant shall be paid by County monthly as work progresses, not to exceed the amount below for the identified tasks.

Consultant shall submit invoices monthly for work performed. Provided the work has been satisfactorily performed, County shall pay invoices within thirty (30) days after approval of the invoice. Consultant shall provide such additional information as the County may request to verify any of the amounts claimed for payment in any invoice.

The invoices shall also include a spreadsheet that shows task budgets, charges by task for the current invoice, cumulative charges to date by task, and percent of budget remaining by task

The total amount payable for each task shall not exceed the amount set forth below/on Exhibit B; provided, however, upon written request of the Consultant and with written approval of the Placer County Project Manager, the County may adjust the amount to be paid for any task if the County deems it necessary and appropriate. However, the total amount payable for all services provided under this Agreement, including additional services, shall not exceed **Eight Hundred Thousand and no/100 Dollars (\$800,000.00)**

TASK:	COST:
1. Programming and Schematic Design:	\$ 135,400.00
2. Design Development:	\$ 136,972.00
3. Construction Documents & Permitting:	\$ 307,116.00
4. Project Bidding:	\$ 34,727.00
5. Construction Administration:	\$ 135,785.00
<u>Total Basic Fee:</u>	<u>\$ 750,000.00</u>
<u>Total Additional Services:</u>	<u>\$ 50,000.00</u>
<u>TOTAL FEE:</u>	<u>\$ 800,000.00</u>

This contract includes all travel expenses, travel time, shipping and mailing services, plotting, printing and copies (black/white and color), binding and other reproduction services associated with all Scope of Work requirements. Any separate services not already associated with this Agreement shall be agreed upon with the County prior to commencement and treated as additional services.

This contract allows for additional work as necessary on the prior written approval from the Placer County Project Manager in the maximum amount of **Fifty Thousand and no/Dollars (\$50,000.00)**. In no event shall the cost of services provided under this Agreement exceed **Eight Hundred Thousand and no/100 Dollars (\$800,000.00)**

EXHIBIT B1 **HOURLY FEE SCHEDULE**

MFDB Architects, Inc. (Architectural)

Principal	\$150.00/hour
Associate.....	\$130.00/hour
Designer	\$115.00/hour
Project Architect/Manager	\$115.00/hour
Job Captain	\$110.00/hour
Senior Drafter.....	\$95.00/hour
Intermediate Drafter.....	\$75.00/hour
Office Staff.....	\$65.00/hour

Warren Consulting Engineers (Civil Engineering)

Principal	\$215.00/hour
Project Manager	\$175.00/hour
SWPPP Monitoring.....	\$215.00/hour
Civil Engineer.....	\$175.00/hour
Civil Designer.....	\$155.00/hour
Land Surveyor	\$175.00/hour
Survey Crew (1-Man)	\$160.00/hour
Survey Crew (2-Man)	\$200.00
Drafter	\$110.00/hour
Clerical.....	\$90.00/hour

Roach + Campbell (Landscape Architecture)

Principal	\$155.00/hour
Landscape Architect	\$125.00/hour
Landscape Designer.....	\$95.00/hour
Support Staff	\$65.00/hour

Buehler Engineering (Structural Engineering)

Senior Principal.....	\$215.00/hour
Principal	\$190.00/hour
Senior Professional	\$165.00/hour
Professional.....	\$145.00/hour
Senior Technician	\$125.00/hour
Technician.....	\$105.00/hour
Clerical.....	\$90.00/hour

Peters Engineering (Mechanical / Electrical Engineering)

Principal	\$185.00/hour
Senior Engineer.....	\$160.00/hour
Project Manager/Engineer.....	\$135.00/hour
Senior Designer	\$105.00/hour
Designer	\$95.00/hour
CADD	\$85.00/hour
Clerical.....	\$70.00/hour

The Engineering Enterprise (Electrical Engineering)

Principal	\$240.00/hour
Associate/Project Engineer	\$220.00/hour
Engineer/Project Manager.....	\$190.00/hour
Designer	\$160.00/hour
Revit/CAD Technicians	\$135.00/hour
Administration	\$105.00/hour

designTECH (Interior)

Principal	\$130.00/hour
Sr. Designer	\$110.00/hour
Designer	\$95.00/hour
Jr. Designer	\$80.00/hour
Intern/Support Staff.....	\$60.00/hour

Sierra West Group (Cost Estimating)

Principal Program Manager/Investigator	\$150.00/hour
Principal/Sr Cost Manager.....	\$125.00/hour
Cost Manager/Quantity Surveyor.....	\$110.00/hour
Mechanical/Electrical Estimator.....	\$110.00/hour
Civil Engineer/Estimator	\$110.00/hour
Administrative.....	\$78.00/hour

**EXHIBIT C
FACILITIES, EQUIPMENT, AND OTHER
MATERIALS, AND OBLIGATIONS OF COUNTY**

To permit the Consultant to render the services required herein, the County shall, at its expense and in a timely manner provide the following facilities, equipment, services or other materials:

1. Appoint a staff member to act as Project Manager.
2. During the programmatic phase of this project, County will provide a separately conducted professional CASp accessibility survey of the existing overall exterior site areas and of the First-Floor building interior spaces, excluding the warehouse areas. This CASp accessibility survey will not include those interior building areas which are intended to be demolished and replaced with new construction.
3. County will provide and manage the Bid Forms, General Conditions, Special Conditions and Division 1 specifications.
4. Existing hardcopy prints of the original construction drawings for Atherton.
5. Existing hardcopy prints of existing building and site drawings for various remodeling projects done at Atherton.
6. County shall promptly review any and all documents and materials submitted by the Consultant.

All other information, facilities, and equipment required to complete the services described in Exhibit A of this Agreement shall be provided by the Consultant.

EXHIBIT D GENERAL PROVISIONS

1. **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the County. County shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement. County shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. **Licenses, Permits.** Consultant represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for Consultant to practice its profession. Consultant represents and warrants to County that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice its profession at the time the services are performed.
3. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Consultant's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **Insurance.**

CONSULTANT shall file with COUNTY concurrently herewith a Certificate of Insurance, with companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

4.1 Worker's Compensation and Employers Liability Insurance:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONSULTANT.

CONSULTANT shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

4.2 General Liability Insurance:

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
- (1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.
- B. One of the following forms is required:
- (1) Comprehensive General Liability;
 - (2) Commercial General Liability (Occurrence); or
 - (3) Commercial General Liability (Claims Made).
- C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - Two million dollars (\$2,000,000) aggregate
- D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions:
- CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:
- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - Two million dollars (\$2,000,000) General Aggregate
 - (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverages, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of policies be different.

4.3 Endorsements:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

4.4 Automobile Liability Insurance:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

4.5 Professional Liability Insurance (Errors & Omissions):

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence and two million dollars (\$2,000,000) aggregate.

If Consultant sub-contracts in support of Consultants work provided for in the agreement, Professional Liability Insurance for Errors shall be provided by the subcontractor in an amount not less than one million dollars (\$1,000,000) in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to one (1) year following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

4.6 Additional Requirements:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONSULTANT shall be responsible for all deductibles in all of the CONSULTANT's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONSULTANT's Obligations - CONSULTANT's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONSULTANT shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications at any time.

Material Breach - Failure of the CONSULTANT to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

Certificate Holder -Placer County subscribes to a service that monitors insurance certificates for compliance with the above requirements. The Certificate Holder on insurance certificates and related documents should read as follows:

County of Placer
c/o EXIGIS LLC
PO Box 4668 ECM #35050
New York, NY 10168-4668
Fax: (888-355-3599
Email: certificates-placer@riskworks.com

Certificates which amend or alter the coverage during the term of the contract, including updated certificates due to policy renewal, should be sent directly to EXIGIS via fax or email as indicated above.

5. Indemnity.

The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PLACER COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of this contract or agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error and/or omission) of the CONSULTANT. CONSULTANT'S obligation shall include the duty to defend PLACER COUNTY as set forth in California Civil Code Sections 2778 and 2782.8. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or PLACER COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means the County of Placer, its officers, agents, employees, and volunteers.

6. **Contractor Not Agent.** Except as County may specify in writing Consultant shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.
7. **Assignment/ Subcontracting Prohibited.** Consultant may assign its rights and obligations under this Agreement only upon the prior written approval of County, said approval to be in the sole discretion of County.
8. **Personnel.**
 - A. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, including those members of the Project Team as explained below, Consultant shall remove any such person immediately upon receiving notice from County of the desire of County for removal of such person or persons.
 - B. Notwithstanding the foregoing, if specific persons are designated as the "Project Team" in Exhibit A, Consultant agrees to perform the work under this agreement with those individuals identified. Reassignment or substitution of individuals or sub-consultants named in the Project Team by Consultant without the prior written consent of County shall be grounds for cancellation of the agreement by County, and payment shall be made pursuant to Paragraph 10 Termination only for that work performed by project team members.
9. **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. All products of whatsoever nature which Consultant delivers to County pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Consultant's profession.
10. **Termination.**
 - A. County shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to Consultant. In the event County shall give notice of termination, Consultant shall immediately cease rendering service upon receipt of such written notice, pursuant to this Agreement. In the event County shall terminate this Agreement:
 - 1) Consultant shall deliver copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

- 2) County shall have full ownership and control of all such writings delivered by Consultant pursuant to this Agreement.
- 3) County shall pay Consultant the reasonable value of services rendered by Consultant to the date of termination pursuant to this Agreement not to exceed the amount documented by Consultant and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the agreement specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Consultant had Consultant completed the services required by this Agreement. In this regard, Consultant shall furnish to County such financial information as in the judgment of the County is necessary to determine the reasonable value of the services rendered by Consultant. The foregoing is cumulative and does not affect any right or remedy that County may have in law or equity.

B. Consultant may terminate its services under this Agreement upon thirty (30) working days advance written notice to the County.

11. Non-Discrimination. Consultant shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex in contravention of the California Fair Employment and Housing Act, Government Code §12900 et seq.

12. Records. Consultant shall maintain, at all times, complete detailed records with regard to work performed under this agreement in a form acceptable to County, and County shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to Consultant until County is satisfied that work of such value has been rendered pursuant to this agreement. However, County shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

13. Ownership of Information. All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of County, and Consultant agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Consultant harmless from any claim arising out of reuse of the information for other than this project.

14. Waiver. One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this Agreement shall not operate as a waiver of any subsequent breach or default by the other party.

15. Conflict of Interest. Consultant certifies that no official or employee of the County, nor any business entity in which an official of the County has, an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, Consultant agrees that no such person will be employed in the performance of this agreement without immediately notifying the County.

16. Entirety of Agreement. This Agreement contains the entire agreement of County and Consultant with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.

17. Alteration. No waiver, alteration, modification, or termination of this Agreement shall be valid unless made in writing and signed by all parties, except as expressly provided in Section 10, Termination.

18. Governing Law. This Agreement is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings on this agreement shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives any federal court removal and/or original jurisdiction rights it may have.

**EXHIBIT E
CONFIDENTIAL**

**NOT FOR PUBLIC USE
FOR ACCOUNTING PURPOSES ONLY**

Administering Agency: County of Placer / Facilities Management / Capital Improvements

Contract Description: Architectural Services – Atherton Tenant Improvements

Consultant: MFDB Architects, Inc.

Federal Tax ID: On File with Placer County Facilities Management

[illegible]

Project Diagrammatic Concept - 3715 Atherton Road Facility